State of Vermont
Buildings and General Services
Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 USA

> Vendor ID 0000001279 Sherwin Williams 62 River St Montpelier VT 05602 USA



ĺ	Contract ID		Page
l	000000000000000000000000000000000000000	00000021241	1 of 6
ſ	Contract Dates		Origin
l	01/01/2012 to 12	2/31/2014	CPŠ
ſ	Description:		Contract Maximum
l	CPS-PAINT: ARCHITECTURAL		\$9,999,999.00
Ī	Buyer Name	Buyer Phone	Contract Status
l	Berini.Brian Jon	802/828-2217	Approved

Phone #: 802-223-3457

Phone #: 802-223-3457 Unit Max Max					Max
Line # Item ID	Item Desc	UOM	Price	Qty	Amt
1	PAINT, INTERIOR PRIMER SEALER, LATEX FLAT, HIGHEST PREMIUM QUALITY, ZERO VOC, USE PRIOR TO FINISH PAINTING ON INTERIOR WALLS & CEILINGS NO OR LOW ODOR. PRDCD # 6502-67867	GAL	11.29000	0.00	0.00
2	PAINT, INTERIOR LATEX, FLAT, ZERO VOC, HIGHEST PREMIUM QUALITY, INTERIOR WALLS AND CEILINGS, FLAT FINISH, NO OR LOW ODOR. PRDCD: WHITE & LIGHT TINTS # 6502-59047, MID TONES # 6502-59047, DEEP TONE # 6502-59062.	GAL	13.19000	0.00	0.00
3	PAINT, INTERIOR LATEX, EGGSHELL, HIGHEST PREMIUM QUALITY, ZERO VOC, INTERIOR WALLS & CEILINGS LOW SHEEN EGGSHELL, NO OR LOW ODOR. PRDCD WHITE & LIGHT TINTS # 6502-54104, MID TONE # 6502-59104, DEEP TONE # 6502-59120.	GAL	13.99000	0.00	0.00
4	PAINT, INTERIOR LATEX, SEMI GLOSS, HIGHEST PREMIUM QUALITY, ZERO VOC, INTERIOR WALLS & CEILINGS, SEMI GLOSS FINISH, NO OR LOW ODOR, PRDCD: WHITE & LIGHT TINT # 6502-59146, MID TONE # 6502-59146, DEEP TONE # 6502-59161.	GAL	15.29000	0.00	0.00
5	PAINT, EXTERIOR PRIMER LATEX, FLAT, HIGHEST PREMIUM QUALITY, LOW VOC, PRIMER OF EXTERIOR SURFACES, 100% ACRYLIC. PAINTS PREP & PRIME, PRDCD 6501-33291	GAL	14.25000	0.00	0.00
6	PAINT, EXTERIOR, LATEX, FLAT, HIGHEST PREMIUM QUALITY, LOW VOC, FOR WOOD AND PRIMED METAL SURFACES, PRDCD, WHITE & LIGHTS TINTS # 6504-93294, MID TONES # 6403-92346, DEEP TONES # 6403-92213.	GAL	14.49000	0.00	0.00
7	PAINT, EXTERIOR LATEX, SATIN, HIGHEST QUALITY PREMIUM LOW VOC, FOR WOOD AND PRIMED METAL SURFACES. PRDCD WHITE & LIGHT TINTS # 6404-13761, MID TONE # 6403-92346, DEEP TONE # 6403-92379.	GAL	15.49000	0.00	0.00
8	PAINT EXTERIOR LATEX, SEMI GLOSS, HIGHEST QUALITY PREMIUM, LOW VOC, FOR WOOD AND PRIMED METAL SURFACES. WHITE & LIGHT TINTS # 6500-47574, MID TONES # 6500-47608, DEEP TONES # 6500-47632.	GAL	18.49000	0.00	0.00
9	PAINT EXTERIOR PRIMER, ALKYD, READY MIX WHITE, LOW VOC, PRIMER FOR UNPAINTED EXTERIOR WOOD OR PREV. PAINTED IF NEEDED. PRDCD # 6501-33416	GAL	16.99000	0.00	0.00

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000000000000000000000000000000000000000	00000021241	2 of 6
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10	PAINT, INTERIOR LATEX, UNDERCOAT, FLAT WHITE, LOW VOC, FOR WOOD UNDERCOAST FOR GLOSS & SEMI GLOSS ENAMEL. PRDCD 6501-32764.	GAL	12.94000	0.00	0.00
11	PAINT, INTERIOR/EXTERIOR ACRYLIC, FLOOR ENAMEL LOW SHEEN, LOW VOC, USE ON INT/EXT WOOD OR CONCRETE FLOORS LOW ODOR, PRDCD # A32-200 SERIES	GAL	14.99000	0.00	0.00
12	PAINT, MODIFIED POLYURETHANE, FLOOR & DECK ENAMEL, VARIOUS COLORS, HIGHER QUALITY FLOOR & DECK ENAMEL. PRDCD # B54-150	GAL	17.99000	0.00	0.00
13	PAINT, INTERIOR, ACRYLIC, VARNISH, WATER BASED, LOW VOC, CLEAR FINISH, LATEX POLYURETHANE, USE FOR INTERIOR WOOD SURFACES, LOW ODOR. PRDCD SATIN # 102-1252, GLOSS # 102-1153.	GAL	17.99000	0.00	0.00
14	PAINT, STAIN SEALER, ACRYLIC LATEX PRIMER, SEALER STAIN KILLER, SOLVENT STAIN BLOCKS NOT REQUIRED. EQUAL TO ZINSSER BULLSEYE 1,2,3. PRDCD # 6501-32681	GAL	15.99000	0.00	0.00
15	PAINT, EXTERIOR, ACRYLIC, WATER BASED STAIN, LOW VOC, SOLID COLOR, USE FOR EXTERIOR WOOD SIDING (NOT FOR DECKS, FLOORS OR FURNITURE, LOW ODOR. PRDCD # A15-SERIES.	GAL	15.49000	0.00	0.00
16	PAINT, EXTERIOR ACRYLIC WATER BASED STAIN, SEMI TRANSPARENT, LOW VOC, USE FOR EXTERIOR WOOD SIDING, NOT FOR DECKS, FLOORS AND FURNITURE, LOW ODOR. PRDCD # A15-SERIES.	GAL	12.49000	0.00	0.00
17	PAINT EXTERIOR, OIL STAIN, SOLID COLOR, TT-S-708a, FOR EXTERIOR WOOD SIDING, FENCES, OVER OIL, (NOT DECKS, FLOORS). PRDCD # A-18 SERIES	GAL	19.99000	0.00	0.00
18	PAINT, EXTERIOR, OIL STAIN SEMI TRANSPARENT OIL/ALKYD, FOR EXTERIOR WOOD SIDING, DECKS, FENCES AND RAILINGS. PRDCD # A-18 SERIES	GAL	19.99000	0.00	0.00
19	PAINT , MINERAL SPIRITS PAINT THINNER,ALIPHATIC HYDROCARBON, FOR THINNING OIL/ALKYD PAINTS. PRDCD # 594-0333	GAL	7.99000	0.00	0.00

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000000000000000000000000000000000000000	00000021241	3 of 6
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20	PAINT, INTERIOR/EXTERIOR OIL ENAMEL READY MIXED OSHA SAFETY COLORS ORANGE, YELLOW, RED, TYPE I CLASS A, FINISH COAST HIGH GLOSS ENAMEL FOR METAL OR WOOD OVER PRIMER OR GOOD CONDITION PREVIOUSLY PAINTED SURFACE. PRDCD # B54 H/S.	GAL	18.99000	0.00	0.00
21	PAINT, INTERIOR/EXTERIOR WATERBORNE ENAMEL ORANGE, YELLOW, RED, TYPE 1 CLASS A, FINISH COAST HIGH GLOSS ENAMEL FOR METAL OR WOOD OVER PRIMER OR GOOD CONDITION PREVIOUSLY PAINTED SURFACES. PRDCD # B66-100. WATER BASED VERSION OF LINE-ITEM # 20.	GAL	30.99000	0.00	0.00
22	PAINT INTERIOR/EXTERIOR, OIL, READY MIXED, ALL OTHER COLORS. FINISH COAST HIGH GLOSS ENAMEL FOR EXTERIOR WOOD SIDING FENCES, OVER OIL (NOT DECKS OR FLOORS). PRDCD # B54 H/S	GAL	15.99000	0.00	0.00
23	PAINT INTERIOR/EXTERIOR WATERBORNE ENAMEL ALL OTHER COLORS. PRDCD # B66-100. WATERBASED VERSION OF LINE-ITEM # 22.	GAL	16.99000	0.00	0.00
24	PAINT, INTERIOR/EXTERIOR ACRYLIC FLOOR ENAMEL, LOW SHEEN, LOW VOC, USE ON INTERIOR/EXTERIOR WOOD OR CONCRETE FLOORS, LOW ODOR. PRDCD # A32-200 SERIES.	GAL	14.99000	0.00	0.00
25	PAINT, OIL. MODIFIED POLYURETHANE, FLOOR & DECK ENAMEL VARIOUS COLORS, HIGHER QUALITY FLOOR & DECK ENAMEL. PRDCD # B54-100.	GAL	17.99000	0.00	0.00
26	PAINT, OIL BASE, GLOSS OR SATIN FINISH, POLY URETHANE VARNISH, DURABLE CLEAR COATING USE ON INTERIOR WOODWORK & FURNITURE. PRDCD SATIN # 6403-15941, GLOSS # 6403-15925.	GAL	17.99000	0.00	0.00
27	PAINT, EPOXY WATER BASED, LOW VOC POLYAMIDE BASE, FLOORS, SHOWERS, LOCKER ROOMS, HIGH PERFORMANCE(WATER REDUCIBLE), INTERIOR WHITE & TINTING BASE 2 PART KIT. PRDCD HIGH GLOSS # B70/B60V15, SEMI GLOSS # B70/B60V25.	КТ	28.29000	0.00	0.00
28	PAINT, INTERIOR STAIN FOR INTERIOR FINISHING, PREMIUM GRADE. PRDCD # A49-SERIES.	GAL	13.99000	0.00	0.00

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000000000000000000000000000000000000000	00000021241	4 of 6
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	HITECTURAL Buyer Phone	

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29	PAINT, WATER BASED, WATER PROOF SEALER, ACRYLIC, CLEAR, FOR WOOD, CONCRETE, MASONRY, WATER BASED, PENETRATING. THOMPSON'S. PRDCD # 163-0433.	GAL	14.49000	0.00	0.00
30	PAINT, INTERIOR/EXTERIOR LATEX BLOCK FILLER FOR POROUS SURFACES, FOR CINDER BLOCK, CONCRETE BLOCK, STUCCO, ETC. PRDCD # 620-5337. ALSO AVAILABLE IN FIVE GALLON CANS (\$34.95).	GAL	6.99000	0.00	0.00
31	PAINT, PAVEMENT MARKER, SPRAY CANS, 17 OZ. PRDCD FLUORESCENT ORANGE # 142-0017, WHITE # 142-0041.	GAL	4.29000	0.00	0.00
32	PAINT, INTERIOS, FIRE RETARDANT, FLAME CONTROL 20-20A FLAT. PRDCD # 114-4732.	GAL	48.99000	0.00	0.00
33	PAINT, INT/EXT FIRE RETARDANT, MAY BE USED ON EXTERIOR MASONRY. PRDCD # 450-1326.	GAL	39.99000	0.00	0.00
34	PAINTING SUPPLIES, TOOLS AND ETC. SEE ATTACHED LIST OF ITEMS AND PRICES.	EA	0.01000	0.00	0.00

All non-listed brushes, rollers, and accessories are available at a 25% discount off manufacturer catalog or product list..

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR ARCHITECTURAL PAINT, COATINGS, PAINTING TOOLS & ACCESSORIES ISSUED NOVEMBER 1, 2011 AND VENDOR'S RESPONSE DATED NOVEMBER 11, 2011.

CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR AN INITIAL TWO (2) YEAR TERM, WITH OPTIONS TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JANUARY 10, 2011 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS

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Contract ID		Page
000000000000000000000000000000000000000	00000021241	5 of 6
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Phone #: 802-223-3457

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L	ine # Item ID	Item Desc		UOM	Price	Qty	Amt
F	OR QUALITY AND	SAFETY REQUIREMENTS.	PRODUCTS NOT MEETING THESE S	STANDARDS WILL	BE DEEMED	UNACCEPTABL	E AND
R	ETURNED TO THE	CONTRACTOR FOR CRED	FAT NO CHARGE TO THE STATE.				

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

PERFORMANCE MEASUREMENTS

- 1. DELIVERY IS REQUIRED WITHIN TWO WEEKS OF ACCEPTANCE OF A PURCHASE ORDER, UNLESS THE CONTRACTOR HAS ADVISED THE CUSTOMER ON AN ALTERNATE DELIVERY SCHEDULE (EXAMPLE-LONGER LEAD-TIME DUE TO MANUFACTURING CYCLE WHEN ORDERED FROM OEM). THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTORS PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER. CONTRACTORS DELIVERY PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE STATE OF VERMONT (SOV) AND THE CONTRACTOR.
- 2. THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED IN THE RFP AND IN THIS CONTRACT, A FAILURE BY THE CONTRACTOR TO COMPLETE THEIR QUARTERLY REPORTING ON TIME IN TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES AS SEVERE AS TERMINATION.
- 3. ORDERING SUPPLIER MUST RESPOND TO CUSTOMERS REQUESTS FOR TECHNICAL INFORMATION, PRICING, AND DELIVERY INFORMATION WITHIN 48 HOURS OR LESS OF THE FIRST CONTACT BY THE CUSTOMER. THE CUSTOMER WILL REQUIRE A 99% COMPLIANCE TO THIS REQUIREMENT, WITH THE CUSTOMER REPORTING ANY CONTRACTOR NON-COMPLIANCE TO THE STATE CONTRACT MANAGER. THE CONTRACTORS CUSTOMER RESPONSE PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE SOV AND THE CONTRACTOR.

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS. SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT

State of Vermont

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000000000000000000000000000000000000000	00000021241	6 of 6
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COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS
FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE
POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND
GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

SALES POC INFORMATION CRAIG MACKAY 800-723-8766 EXT. 3161 craig.mackay@sherwin.com

AMENDMENT#1 (DECEMBER 2013). THIS CHANGE EXERCISES THE FIRST OF THE TWO ONE-YEAR OPTIONS TO RENEW, AND EXTENDS THE CONTRACT FOR ONE ADDITIONAL YEAR TO 12/31/2014, AT THE SAME PRICING, TERMS, AND CONDITIONS

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED NOVEMBER 7, 2012 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS AMENDMENT IS SIGNED, CONTRACT IS IN GOOD STANDING TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BRIAN BERINI

SENIOR PURCHASING AGENT

PHONE: 802-828-2217 FAX: 802-828-2222 brian.berini@state.vt.us

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT	By the CONTRACTOR
Date:	Date:
Signature:	Signature:
Name:	Name:
Title:	Title:
Email:	Email: